IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION.

COMPANY PETITION No.514/2003.

Steelco Gujrat Ltd. **..Petitioner.**

V/s.

Citizen Containers Ltd. **..**Respondent.

Mr Tushar Bhavsar i/b Manoj Bhatt for the Petitioner.

None for the Respondent.

CORAM: V.C. DAGA,J.

DATED: 7TH FEBRUARY,2007.

P.C.:-

1. Heard the learned counsel for the petitioner. None appears for the respondent though served. No reply has been filed opposing this petition. Perused petition.

2. According to the petitioner, the goods which were sold, supplied and delivered to the respondent company as per requisition from time to time. The amounts of goods sold, supplied and delivered comes to Rs.37,72,188.00. As against this, the payment received by the petitioner was in the sum of Rs.1,07,952.00. The remaining balance in the sum of Rs.36,64,236/- remained due and payable

by the respondent company to the petitioner. At no point of time, the respondent company raised any dispute regarding quality or quantity of the goods. Inspite of repeated reminders the respondent company failed to pay the amount for which the petitioner eventually sent statutory notice dated 1st November, 2002.

3. The learned Single Judge of this Court vide the order dated 13th September, 2004 was pleased to admit the petition with direction to advertise the same in the "Free press Journal", "Janmabhoomi" and "Maharashtra "Government Gazette" at the cost of the petitioner. Accordingly the petition was advertised. Inspite of the advertisement, the respondent failed to appear before this Court. No reply has been filed opposing this petition. In other words, assertions made in this petition which are supported by the documents placed on record remained uncontroverted and virtually be said to have been admitted by the respondent by remaining silent.

4. In the above view of the matter, legal presumption arises that the respondent has

failed to discharge it's liability. The said legal presumption remained unrebutted. In this situation, this Court has no other option than to winding up the respondent company. The petition is,thus, allowed in terms of prayer clause (a) with no order as to costs.

[V.C.DAGA,J]